

Full-Time and Part-Time Service

COLLECTIVE AGREEMENT

Between

Hotel Dieu Shaver Health and Rehabilitation Centre

(hereinafter called the “Hospital”)

and

SEIU Local 1 Canada

(hereinafter called the “Union”)

Effective: January 1, 2018
Expiry: December 31, 2021

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Article 1	PURPOSE	1
Article 2	SCOPE AND RECOGNITION	1
Article 3	MANAGEMENT RIGHTS	1
Article 4	DEFINITIONS	1
4.01	Temporary Employees	1
4.02	Full-time Employees	2
4.03	Regular Part-time Employees	2
4.04	Casual Employees	2
4.05	Gender	2
4.06	RPN – Registered Practical Nurse	2
4.07	PN – Practical Nurse	2
4.08	Union Representative	2
4.09	Schedule A	3
Article 5	UNION SECURITY	3
5.01	Union Dues	3
5.02	Union Orientation	4
5.03	Employees List	4
5.04	No Discrimination	5
Article 6	NO STRIKE/LOCKOUT	5
Article 7	UNION REPRESENTATION AND COMMITTEES	5
7.01	Grievance Committee	5
7.02	Union Stewards	5
7.03	Central Bargaining Committee	6
7.04	Local Negotiating Committee	7
7.05	Labour Management Committee	7
Article 8	GRIEVANCE AND ARBITRATION	8
Article 9	SENIORITY	12
9.01	Probationary Employee	12
9.02	Definition of Seniority	12
9.03	Transfer of Service and Seniority	13
9.04	Loss of Seniority	14
9.05	Effect of Absence	14
Article 10	JOB SECURITY	15
10.01	Staff Planning	15
10.02	Notice of Lay-off	17
10.03	Severance and Retirement Options	18
10.04	Regional Staff Planning Committee	20
10.05	Lay-off and Recall	21
10.06	Benefits on Lay-off	22
Article 11	JOB POSTING	22
Article 12	NO CONTRACTING OUT	24
Article 13	WORK OF THE BARGAINING UNIT	25

	13.01	Work of the Bargaining Unit	25
	13.02	Employment Agencies	25
	13.03	Volunteers	25
	13.04	RPN Utilization	25
Article	14	TECHNOLOGICAL CHANGE	26
Article	15	LEAVES OF ABSENCE	26
	15.01	Bereavement Leave	26
	15.02	Education Leave	27
	15.03	Jury and Witness Duty	27
	15.04	Pregnancy Leave	29
	15.05	Parental Leave	32
	15.06	Full-time Union Office	35
	15.07	Union Leave	35
	15.08	Pre-Paid Leave Plan	36
	15.09	Personal Leave	38
	15.10	Medical Care & Emergency Leave	38
	15.11	Compassionate Care Leave	39
	15.12	Military Leave	39
Article	16	HOURS OF WORK	40
	16.01	Daily and Weekly Hours of Work	40
	16.02	Rest Periods	41
	16.03	Time Off Between Shifts	41
	16.04	Weekends Off	42
	16.05	No Pyramiding	42
Article	17	PREMIUM PAYMENT	42
	17.01	Definition of Regular Straight Time Rate of Pay	42
	17.02	Definition of Overtime (Overtime Premium)	42
	17.03	Reporting Pay	43
	17.04	Standby	44
	17.05	Call Back	44
	17.06	Shift Premium	45
	17.07	Responsibility Outside the Bargaining Unit	45
	17.08	Overtime - Lieu Time	45
	17.09	Paid Time to Working Time	45
	17.10	Weekend Premium	46
Article	18	ALLOWANCES	46
	18.01	Meal Allowance	46
	18.02	Uniform Allowance	46
	18.03	Transportation Allowance	46
	18.04	Skills Recognition Allowance	47
Article	19	HEALTH AND SAFETY	47
	19.01	Accident Prevention – Health and Safety Committee	47
	19.02	Violence	47
	19.02	Protective Clothing	48
	19.03	Influenza Vaccine	49

19.04	Pandemic Planning	49
Article 20	PAID HOLIDAYS	50
20.01	Payment for Working Overtime on a Holiday	48
20.02	Paid Holidays	48
Article 21	VACATIONS	51
21.01	Entitlement and Calculation of Payment	51
21.02	Approved Leave of Absence During Vacation	53
21.03	Cancellation of Vacation	53
Article 22	HEALTH & INSURED BENEFITS	53
22.01	Insured Benefits	54
22.02	Change of Carrier	55
22.03	Pension	56
22.04	Benefits for PT Employees	56
Article 23	INJURY AND DISABILITY	57
23.01	Workplace Safety and Insurance Injury	57
Article 24	SICK LEAVE	57
24.01	Sick Leave	57
24.02	Workplace Safety and Insurance Benefits and Sick Leave	59
Article 25	PROGRESSION ON THE WAGE GRID	59
Article 26	COMPENSATION	60
26.01	Experience Pay	60
26.02	Promotion to a Higher Classification	60
26.03	Temporary Transfer	60
26.04	Job Classification	60
26.05	Wage and Classification Premiums	61
26.06	Job Descriptions	61
Article 27	RELATIONSHIP	61
Article 28	REGISTERED PRACTICAL NURSES	62
Article 29	PROFESSIONAL RESPONSIBILITY	66
Article 30	DURATION	67
30.01	Renewal	67
30.02	Retroactivity	68
Article 31	MISCELLANEOUS ITEMS	69
Article 32	SUPERIOR CONDITIONS	69
	WORKLOAD REVIEW FORM	70
	CENTRAL LETTERS	
1.	MODEL AGREEMENT Extended Shift Arrangements	71
2.	LETTER OF INTENT Liability Insurance	76
3.	LETTER OF INTENT Joint Benefits Review Committee	76
4.	LETTER OF INTENT Standardization Committee	77
5.	Transformation in Health Care	77
6.	LETTER OF INTENT Staff Planning Committee and Charney Board	78
7.	Local Health Integration	78
8.	Voluntary Part-Time Benefits	78

9. Joint Nursing Initiatives Council	79
10. Part-Time Call-In	80
11. Joint H&S Initiatives Council	80
12. Innovative/Flexible Schedule	80
13. Regional Staff Planning Committee	81

LOCAL PROVISIONS APPENDIX

	<u>Page</u>
Article L1 STATEMENT OF RELIGIOUS PURPOSE	82
Article L2 SCOPE AND RECOGNITION	82
Article L3 MANAGEMENT RIGHTS	82
Article L4 DEFINITIONS	83
Article L7 UNION REPRESENTATION AND COMMITTEES	83
Article L9 SENIORITY	84
Article L15 UNION LEAVE	84
Article L16 HOURS OF WORK	84
(d) Christmas Scheduling	85
(f) Job Sharing	86
(h) Assignment of Extra Shifts	88
Article L17 SHIFT CANCELLATION	90
Article L18 ALLOWANCES	90
Article L19 HEALTH AND SAFETY	92
Article L21 VACATION	94
Article L30 MISCELLANEOUS	95

LETTERS OF UNDERSTANDING (to be numbered as Local LOU)- THEN CHECK THEIR PAGE NUMBERS ON THIS INDEX PAGE- MIGHT BE CHANGED DURING LOCAL ISSUES NEGOTIATIONS

1. Deluxe Travel Insurance	98
2. Mileage	98
3. Part-time Scheduling Issues	98
4. Safety Engineered Needles	98
5. Benefits for Part-Time Staff	98
6. Float Out Procedure	99
7. Assignment of Extra Shifts for Rehab Assistants	99
SCHEDULE A	
Wages and Classifications	100

ARTICLE 1 – PURPOSE

Full-time and Part-time

It is the intent and purpose of the parties hereto that this Agreement shall:

- a) protect and continue to improve the interest of the employees and the Hospital;
- b) provide for the prompt and peaceful adjustment of differences which may arise between the employees and the Hospital;
- c) ensure harmonious and efficient operation of the Hospital as a public service institution intended to provide the adequate hospital and clinical services to the general public; and
- d) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.

ARTICLE 2 – SCOPE AND RECOGNITION

See Local Provisions L-2

ARTICLE 3 – MANAGEMENT RIGHTS

See Local Provisions L-3

ARTICLE 4 – DEFINITIONS

4.01 Temporary Employees Full-time and Part-time

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority and service. For clarity, Article 9.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

4.02 Full-time Employees
Full-time

A full-time employee shall mean an employee who regularly works more than twenty-four (24) hours per week on a regularly scheduled basis.

4.03 Regular Part-time Employees
Part-time

A regular part-time employee is one who is employed to work on regularly scheduled shifts, pre-determined on a permanent basis. Such employee who is unable to meet his/her commitment will be transferred to casual part-time status by the Hospital.

4.04 Casual Employees
Part-time

A "casual part-time employee" is one who is employed on a relief or replacement basis and his/her schedule is not predictable or pre-determined and may be changed.

4.05 Gender
Full-time and Part-time

Whenever the masculine gender appears in this Agreement it shall be construed as meaning male or female unless the context in the clause requires otherwise.

4.06 RPN - Registered Practical Nurse

A Registered Practical Nurse (RPN) is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.

4.07 PN - Practical Nurse

A Practical Nurse (PN) is a nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate.

4.08 Union Representative

Union Representative is defined as Staff Representative of the bargaining agent as assigned by the President or designate.

4.09 Schedule A

The local wage grid shall be found at Schedule A.

ARTICLE 5 – UNION SECURITY

Full-time and Part-time

5.01 Union Dues

The Hospital agrees to comply with all dues and assessment deductions as directed by the Secretary Treasurer of SEIU Local 1 Canada.

The following refers to employees represented by SEIU Local 1 Canada covered by this agreement.

- (a) All Employees who are in the employ of the Hospital at the signing date of this Agreement and all new Employees who enter the employ of the Hospital after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from her or his wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in her or his first month of hire.
- (b) All employees hired into the employ of the Hospital subsequent to the signing of this Agreement shall be subject to a one time initiation fee.
- (c) Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed. The Hospital will endeavour to provide such monthly dues to the Union in an electronic format on a template provided by the Union.
- (d) The Hospital shall, when remitting such dues, name the employees, their work site (if the bargaining unit covers more than one site) and the employee's social insurance number, highlighting new hires, resignations, terminations, new unpaid leave of absences of greater than 1 month and returns from leaves of absence. The Hospital will endeavour to provide such information in an electronic format on a template provided by the Union.
- (e) Union dues are not deducted from SUB plan payments and the Hospital has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

- (f) The Hospital will provide each employee with a T4 slip showing the annual union dues and assessments paid by that employee for the year previous.
- (g) The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.
- (h) In consideration of the deducting of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

5.02 Union Orientation

A new employee will have the opportunity to meet with the representative of the union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting would be to acquaint the employee with such representative of the union and collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

The Hospital shall advise the Union on a monthly basis of:

- (a) the names of the new hires for Orientation
- (b) the time and location within the workplace for the Orientation

5.03 Employees Lists Full-time and Part-time

The Hospital agrees to provide the Union with employee addresses on an annual basis and will endeavour to provide this information in an electronic format on a template provided by the Union. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

5.04 No Discrimination Full-time and Part-Time

The Hospital and the Union agree that there will be no intimidation, discrimination, interference or coercion exercised or practiced by either party or their representatives or members because of an employee's membership in the Union or because of his/her activity or lack of activity in the Union.

This agreement shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code and all other applicable legislation.

ARTICLE 6 – NO STRIKE/LOCKOUT

Full-time and Part-time

- 6.01 The Hospital agrees that during the terms of this agreement there will be no lockout.
- 6.02 The Union agrees that during the terms of this agreement there will be no strikes.
- 6.03 The terms "strike" and "lock out" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

Full-time and Part-time

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee from each site, composed of the Chief Steward and a number of locally determined employees who have completed their probationary period, as set out in the Local Provisions Appendix. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa in a combined bargaining unit.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

7.03 Central Bargaining Committee

In future central bargaining between Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) hospitals accordingly.

It is understood that this clause does not apply to a hospital that is not participating in Central Bargaining.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee to be determined by the Union from amongst employees in the bargaining unit, who have completed their probationary period. The number of union committee members will be as set out in the Local Provisions Appendix of this agreement.
- (b) Where the Hospital participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of

matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

Where two (2) or more agreements exist between a Hospital and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

Full-Time and Part-Time

- 8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

- 8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his

complaint. The grievor may have the assistance of a union steward if he so desires.

Early Resolution

Such complaint shall be discussed between the employee and his or her immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The Union shall submit the grievance, in writing, and signed by him or her, to the immediate supervisor or designate. The employee may be accompanied by a Union Steward. The immediate supervisor or designate will deliver his or her decision in writing within five (5) days following the day on which the written grievance was presented to him or her. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Human Resources Department or designate.

A meeting will then be held between the Human Resources Department or designate and the Union Representatives who may be accompanied by the Union Steward(s) or Grievance Committee as applicable of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting to the Union Representative.

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Chief Executive Officer of the Hospital or the designated Hospital representative, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- (c) any other arrangement which may be deemed just and equitable.

8.08 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).
- 8.10 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 – SENIORITY

9.01 Probationary Period Full-Time

A new employee will be considered on probation until he has completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee, and the Union Representative, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Part-Time

A new employee will be considered on probation until he has completed 450 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 450 hours of work. With the written consent of the Hospital, the probationary employee, and the Union Representative, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority Full-Time

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

Part-Time

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred and twenty-five (1725) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

$$\frac{\text{Employees' hours of service} \times 1725}{1950} = \text{Converted hours of service}$$

9.03 Transfer of Service and Seniority Full-time and Part-time

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals one thousand seven hundred and twenty-five (1725) hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

With respect to transfers that occur on or after the date of ratification, seniority will not precede an employee's hire date in the event that the number of hours a part-

time employee has obtained causes the employee's seniority to date back beyond their original date of hire within the bargaining unit.

9.04 Loss of Seniority
Full-Time and Part-time

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee resigns;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work without a satisfactory reason for a period of three (3) or more consecutive working days without notifying the Hospital of such absence;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for forty-eight (48) months;
- (f) employee fails, upon being notified of a recall, to signify his or her intention to return within five (5) working days after he or she has received the notice of recall, and fails to report to work within ten (10) working days after he or she has received the notice of recall;

Note: The clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 Effect of Absence
Full-Time

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of

thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits or LTD benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance Period).

Part-Time

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's average hours of work would have been during the twenty (20) weeks preceding the absence.

Part-Time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's average hours of work would have been during the twenty (20) weeks preceding the absence.

9.06 Seniority Lists

The Employer shall provide the Union electronic copies of the Seniority Lists.

ARTICLE 10 – JOB SECURITY

Full-Time and Part-Time

10.01

- (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

- (b) Staff Planning Committee
In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:
 - (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
 - (ii) identifying and seeking ways to address the retraining needs of employees;
 - (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital or designate and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Lay-off

(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) reassignments will occur in reverse order of seniority;

- (ii) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iv) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (vi) where more than one (1) employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (b) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).
- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of

resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees normal weekly earnings.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary

early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

- (d) A full-time employee who has completed one (1) year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.04 Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure composition, and activities of each Committee will be mutually determined by the parties and application will be made to any available funding source for the funding of administrative expenses.

10.05 Layoff and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.
- (i) An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (j) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one (1) or more part-time employees.
- (k) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (l) A laid off employee shall retain the rights of recall for a period of forty-eight (48) months from the date of lay-off.

10.06 Benefits on Lay-Off

In the event of a lay-off of a full-time employee the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 11 – JOB POSTING

Full-Time and Part-Time

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of its intention to eliminate the position.

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward or designate.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

11.04 Not Applicable

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been

made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to change his or her permanent status, **or post into a permanent position that is in a higher paying classification.**

11.09 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

ARTICLE 12 – NO CONTRACTING OUT

Full-Time and Part-Time

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

12.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor agrees:

(a) to employ the employees thus displaced from the hospital; and

(b) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and

to execute an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

- 12.03 On request by the Union the Hospital will review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 – WORK OF THE BARGAINING UNIT

Full-Time and Part-Time

13.01 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital will attempt to contact part-time staff who would normally perform the duties in question.

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 RPN Utilization

At the request of the Union, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 14 – TECHNOLOGICAL CHANGE

Full-Time and Part-Time

- 14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

Full-Time and Part-Time

Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for three (3) consecutive working days off, without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-

law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, uncle, niece or nephew.

The Hospital, in its discretion, may extend such leave with or without pay.

Where an employee does not qualify under the above-noted conditions, the Hospital may, nevertheless, grant a paid bereavement leave.

For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity.

15.02 Education Leave

Full-Time and Part-Time

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (d) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

15.03 Jury and Witness Duty

Full-Time

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
- (i) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the hospital will attempt to re-schedule the employee's regular day off it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1½) his regular straight time hourly rate subject to (i), (ii) and (iii) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (i), (ii) and (iii) above.

Part-time

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the

hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (i) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (i), (ii) and (iii) above.

15.04 Pregnancy Leave
Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof

that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.04 Pregnancy Leave

Part-time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave
Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of **eleven (11)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and **sixty-three (63)** weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and **sixty-three (63)** weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave Part-time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of **eleven (11)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and **sixty-three (63)** weeks after the parental leave began otherwise, while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to **eleven (11)** weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had he/she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-Time Union Office
Full-Time and Part-Time

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave
Full-Time and Part-Time

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital. If for unforeseeable circumstances less than fourteen (14) days notice is provided, leave may be granted at the discretion of the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any time from any one (1) area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.
- (e) With regard to such leave of absence as in (a) above, the Hospital will continue to pay the Employee his regular wages with normal deductions for such period and will invoice the Union for such gross wages. The Union will reimburse the Hospital for such wages paid.

15.08 Pre-Paid Leave Plan
Full-Time and Part-Time

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such

other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the

deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

Employees needing unpaid personal leave day for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

15.10 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild or the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

15.11 Compassionate Care Leave
Full-time and Part-time

The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the

employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.12 Military Leave

The parties agree that Section 50.2 of the Employment Standards Act, as amended from time to time will apply.

ARTICLE 16 – HOURS OF WORK

16.01 Daily and Weekly Hours of Work Full-Time and Part-Time

- (a) The hours of work shall be seven and one-half (7½) not including a one-half (1/2) hour unpaid meal break standard daily.
- (b) It is mutually understood that the statement of the normal hours of work herein is not a guarantee that work will be provided, nor that the departmental schedule of hours of work will not be changed as found necessary by the Hospital in the interest of efficiency or economy. The Hospital will not change hours of work on a day to day basis for the purpose of avoiding overtime.
- (c) The regular full-time employee work week shall average not more than thirty-seven and one-half (37 ½) hours for each employee during a bi-weekly period;
- (d) No regular full-time employee shall work more than ten (10) working days in a bi-weekly period without overtime compensation;
- (e) Except in the case of an emergency (an exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.
- (f) No employee should be required to work a split shift.
- (g) Casual employees shall be offered work on an equal opportunity basis on their unit/department.
- (h) All schedules shall be posted four (4) weeks in advance, and cover a period of no less than two (2) weeks.
- (i) Overtime is not payable until an employee works in excess of a seven and one-half (7½) hour shift.

- (j) It is understood normal hours including those required to accommodate the change from Day-Light Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

16.02 Rest Periods
Full-Time

- (a) The Hospital will arrange for each full-time employee two (2) fifteen (15) minute rest periods in each shift, one (1) in each full half scheduled shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

Part-time

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts
Full-time

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

The employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the employer results from such exchange of shifts.

16.04 Weekends Off
Full-time

In scheduling shifts the Hospital will endeavor to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where;

- a) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- b) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- c) such weekend work is worked as a result of an exchange of shifts with another employee; or
- d) the Hospital is unable to comply due to a prohibition against scheduling split days off.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the employer and the employees affected and approved by the Union.

16.05 No Pyramiding
Full-Time and Part-Time

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay
Full-Time and Part-Time

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule “A” in this agreement.

17.02 Definition of Overtime (Overtime Premium)
Full-Time

Overtime payment shall be payment of time and one-half (1½) the employee's basic straight time hourly rate for all authorized overtime worked in excess of seven and one-half (7½) hours in a tour of duty or seventy-five (75) hours in a bi-weekly period. It is understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and agreed that notwithstanding the foregoing, where the existing provisions of the Collective Agreement provide for the payment of an overtime premium after fewer than seven and one-half (7½) hours in a day or seventy-five (75) hours in a bi-weekly period for any employees, such provision shall continue to apply to such employees at such sites.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

Part-Time

Employees shall be entitled to payment of time and one-half (1½) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

17.03 Reporting Pay Full-Time and Part-Time

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the hospital. The Reporting Allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

17.04 Standby
Full-Time and Part-Time

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour.

Effective October 11, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount four dollars and ninety cents (\$4.90) per hour.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Call Back
Full-Time and Part-Time

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1½) their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1½) after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2½) times his regular straight time hourly rate for all hours actually worked

on such call-back or four (4) hours pay at time and one-half (1½) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Full-Time and Part-Time

Effective October 11, 2009, employees shall be paid a shift premium of one dollar and five cents (\$1.05) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

Effective October 11, 2010, employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

Effective January 1, 2014, employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Allowance Outside the Bargaining Unit

Full-Time and Part-Time

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

Full-Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one half times (1½)).

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within the twelve (12) months of that work week.

17.09 Paid Time to Working Time

Full-Time and Part-Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the

work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium
Full-Time and Part-Time

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 – ALLOWANCES

18.01 Meal Allowance
Full-Time and Part-Time

When an employee is required to and does the work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or six dollars (\$6) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the six dollars (\$6) payment.

18.02 Uniform Allowance
Full-Time

See the Local Provisions Appendix L18.

18.03 Transportation Allowance
Full-Time and Part-Time

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the

rate of thirty-five cents (\$0.35) per kilometre (to a maximum of fourteen dollars (\$14) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (\$0.35) cents per kilometre unless the Hospital provides transportation between sites.

18.04 Skills Recognition Allowance

The Hospitals agree to provide a one-time \$0.17/hour payment to each current member of the bargaining unit for all hours paid in the 2004 calendar year (January 1, 2004 – December 31, 2004). The payment will be paid in the form of a lump sum within three (3) pay periods following the date of ratification of the Collective Agreement. For greater clarity, this one time payment is not be rolled into the wage rate or the percentage in lieu received by part-time employees.

ARTICLE 19 – HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee Full-Time and Part-Time

See the Local Provisions Appendix L19

19.02 Violence

The hospital and the union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
 - iii) Appropriate personal alarms;

- iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

“Workplace violence” means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

19.03 Protective Clothing

Full-Time

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1st of each year the Hospital will provide eighty dollars (\$80) per year to each full-time employee and \$45.00 per year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

Part-time

Effective June 2nd, 1986 and on that date for each subsequent year, the Hospital will provide on each pay two cents (\$.02) per hour for each hour worked to each employee who is required by the Hospital to wear safety footwear during the course of his duties.

Full and Part Time

Effective September 1, 2014, and on that date for each subsequent calendar year, the Hospital will provide one-hundred and twenty dollars (\$120.00) per year to each full-time and regular part-time employee who is required by the Hospital to wear safety footwear during the course of their duties.

19.04 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial to patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (i) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (ii) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such assignment will not adversely impact the scheduled hours of other employees.
- (iii) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iv) If an employee gets sick as a result of the vaccination, and applies for W.S.I.B., the Hospital will not oppose the claim.
- (v) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (vi) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.05 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 20 – PAID HOLIDAYS

20.01 Payment for Working Overtime on a Holiday Full-Time

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half times ($2\frac{1}{2}$) his regular straight time hourly rate for such additional authorized overtime.

Part-time

If a part-time employee works on any of the designated holidays listed in Article 20 of the Full-time Agreement, the employee shall be paid at the rate of time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all hours worked on such holiday.

20.02 Paid Holidays Full-Time

- (a) The following twelve (12) days shall be recognized as holidays with pay for regular full-time employees: New Year's Day, 3rd Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day and Boxing Day provided that:
- (i) he works as scheduled on his last scheduled day preceding the holiday and on his first scheduled day following the holiday unless such absence was due to a satisfactory reason.
 - (b) An employee who is required to work on a paid holiday as specified in (a) above shall be paid at time and one-half ($1\frac{1}{2}$) for all such work performed and, through mutual agreement, be given either:
 - i) one (1) day off at regular rate, or
 - ii) an extra day's pay at regular pay

within sixty (60) calendar days following the said holiday or within the schedule cycle, whichever period is the longer. At the sole discretion of the Hospital, the sixty (60) calendar day period will be extended and the lieu day will be scheduled by mutual agreement.

- (c) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half (2½) times his regular straight time hourly rate for such additional authorized overtime.
- (d) If one (1) of the above named paid holidays occurs on an employee's regular day off or during his vacation period, the employee will receive one (1) additional day off in lieu thereof within thirty (30) days of the said holiday or within the schedule cycle, whichever is the longer.
- (e) No employee will be entitled to more than twelve (12) paid holidays during the calendar year.
- (f) Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one (1) of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at the rate of time and one half times).

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday).

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment Full-Time

An employee who has completed less than one (1) year of continuous service as of June 30th shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30th shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30th shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than twelve (12) years of continuous service as of June 30th shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed twelve (12) years but less than twenty (20) years of continuous service as of June 30th shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty (20) years but less than twenty-eight (28) years of continuous service as of June 30th shall be entitled to six (6) weeks' annual vacation with pay.

An employee who has completed twenty-eight (28) or more years of continuous service as of June 30th shall be entitled to seven (7) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventh (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times her or his normal weekly hours of work, subject to the application of the Effect of Absence provision.

Part-Time

A part-time employee who has completed less than 3,450 hours of continuous service as of June 30th shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of June 30th shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 20,700 hours of continuous service as of June 30th shall receive 8% of gross earnings.

A part-time employee who has completed 20,700 hours but less than 34,500 hours of continuous service as of June 30th shall receive 10% of gross earnings.

A part-time employee who has completed 34,500 hours but less than 48,300 hours of continuous service or more as of June 30th shall receive 12% of gross earnings.

A part-time employee who has completed 48,300 hours of continuous service or more as of June 30th shall receive 14% vacation pay. For clarification, an employee who has received an additional 2% of gross earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this agreement is effective shall not be eligible to receive 14% vacation pay until the following vacation year.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

21.02 Approved Leave of Absence During Vacation
Full-Time

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

21.03 Cancellation of Vacation

Confirmed vacation requests shall not be rescinded by the Employer without mutual consent.

ARTICLE 22 – HEALTH AND INSURED BENEFITS

Full-Time Only

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for twenty-two dollars and fifty cents (\$22.50) (single) and thirty-five dollars (\$35.00) (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of three hundred dollars (\$300); and services of a licensed or registered physiotherapist will be covered up to an annual maximum of three hundred dollars (\$300).

Effective January 1, 2015, the annual maximum for the services of a chiropractor will be increased to \$375.

Effective January 1, 2015, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of \$9.00 per prescription.

In addition to the standard benefits, coverage will include vision care (maximum of \$250.00 every twenty-four (24) months plus bi-annual eye exams) (increase to \$300.00 effective June 6, 2013) as well as a hearing aid allowance (cost of acquisition per individual every 36 months).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight (8) hour shifts in any calendar year.

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to one thousand dollars (\$1000) annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to one thousand dollars (\$1000) annual maximum.
- (e) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the

Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - The methods by which the investigation will take place
 - Identify potential sources of funding for investigation of the benefits Trust.
 - Identification of the appropriate method to determine the feasibility of the Trust.

22.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

Full-time and Part-time

On date of hire or during appropriate orientation the Hospital will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

22.04 Benefits for Part-time Employees

Part-Time Only

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and pregnancy and parental supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 23 – INJURY AND DISABILITY

23.01 Workplace Safety and Insurance Injury Full-time and Part-time

In the case of an accident which will be compensated by the Workplace Safety and Insurance Board, the employer will pay the employee's wages for the remainder of his or her shift on the day of accident.

ARTICLE 24 – SICK LEAVE

24.01 Sick Leave Full-Time

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- (b) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.
- (c) Effective (December 31, 1982) the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (i) Supplement payment for sick leave days under the new program or paragraph five (5) below which would otherwise be at less than full wages and,
- (ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.

- (iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- (iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.
- (d) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

No Sick pay benefit under HOODIP for the first two days of absence for the sixth and subsequent period(s) of absence in same fiscal year (April 1 through March 31). For the remainder of 2013, absences will only be counted beginning May 7, 2013 until March 31, 2014.

- (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

(g) Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

- (h) Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- (i) Pay for Medical Certificates
The Hospital shall pay the full cost of any medical certificates required of an employee.

24.02 Workplace Safety and Insurance Benefits and Sick Leave

Full-time

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 – PROGRESSION ON THE WAGE GRID

Full-time

Salary rates shown as after one (1) year will be made effective on the first full pay period after the employee's anniversary date. The anniversary date shall be based on an employee's date of employment, as a full-time employee, or where applicable, on the employee's date of promotion.

Part-Time

Effective October 10, 1986 employees shall progress on such grid on the basis of one thousand seven hundred and twenty-five (1725) hours worked equals one (1) year of service.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

ARTICLE 26 – COMPENSATION

26.01 Experience Pay Full-Time and Part-Time

An employee hired by the Hospital with recent and related experience, may claim, at the time of hiring on a form supplied by the Hospital, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

26.02 Promotion to a Higher Classification Full-Time and Part-Time

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

26.03 Temporary Transfer Full-Time and Part-Time

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half (1/2) of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

26.04 Job Classification Full-Time and Part-time

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local

union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

26.05 Wage and Classification Premiums
Full-time and Part-time

See Local Provisions Appendix L25.

26.06 Job Descriptions
Full-time and Part-Time

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

ARTICLE 27 – RELATIONSHIP
Full-Time and Part-Time

Any provision related to Relationship in the Collective Agreement is to be continued under Article 27.

ARTICLE 28 – REGISTERED PRACTICAL NURSES

Full-Time and Part-Time

28.01 RPN Professional Responsibility

The parties agree that patient care is enhanced if concerns relating to workloads arising from patient acuity and volumes are resolved in a timely manner using a problem solving approach.

Communication between the parties shall be:

- Professional;
- Courteous;
- Collegial;
- Respectful &
- Focused on resolving the issue, not on the individual.

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper patient care, they shall:

- At the time the workload issue occurs, discuss the issue within the unit/program to resolve the concern using current resources.
- If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- Failing resolution of the workload issue at the time of occurrence, the nurse(s) will complete a workload review form and discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. The manager will provide a written response to the complainant(s), with a copy to the RPN Steward and Union Representative.

Note: The parties will meet within 60 days following ratification to develop the workload review form which will then be appended to the collective agreement.

28.02 RPN Professional Development

Continuous professional development is a hallmark of professional nursing practice and as a self-regulating profession nurses are required to maintain competency. The parties jointly recognize the importance of maintaining a dynamic practice environment which may include ongoing learning, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

The Hospital will work jointly with RPNs to:

- Promote Professional Development
- Promote access to professional development opportunities for RPNs
- Acknowledge that responsibilities for professional development are shared between the individual and the Hospital
- Review and make recommendations regarding professional development initiatives, including but not limited to mentorship and internship
- Review and make recommendations regarding the existing nursing continuing education programs; and on the use of technology to enhance access

Where a professional practice council/committee exists within the hospital, an RPN representative(s) chosen by the Union will be invited to participate in such meetings.

28.03 RPN Registration Renewal

A nurse is required to renew her or his registration by December 31 of each year. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified

and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

28.04 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the RPN and the Hospital. In this regard the local parties will endeavour to provide flexible work schedules to accommodate the RPN's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted, subject to the operations of the hospital, on written application by the RPN to the Chief Nursing Officer, Supervisor or designate. Requests for such leave shall be done in accordance with local policies dealing with discretionary leave (where applicable) and will not be unreasonably denied.
- (b) A full-time or regular part-time RPN shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking examinations required by an accredited course that has been approved in advance by the Hospital in which RPNs are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Hospital upon written application by the RPN to the Chief Nursing Officer, Supervisor or designate.
- (d) Professional leave with pay will be granted to full-time and regular part-time RPNs who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, provided that this leave has been approved in advance of the schedule being posted.

28.05 Whistle Blowing Protection

Provided an RPN has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, RPNs will not be subject to discipline or

reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

28.06 Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where a full-time nurse performs such duties during her or his regular shift, the full-time nurse shall be paid her or his regular rate of pay. Where a full-time nurse performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.

Where a part-time nurse performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time nurse continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond the nurse's regular shift, the Hospital will not require the nurse to return to regular duties at the hospital without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 17.02. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

28.07 RPN Mentorship (Effective January 1, 2014)

RPNs may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual

practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide on a regular basis, as required by the hospital based on need, all RPNs with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any unsuccessful applicant, the Hospital will discuss with him or her any ways in which he or she may be successful for future opportunities. The final decision in selection of RPN mentors lies solely with the Hospital.

The Hospital will pay the RPN for this assigned additional responsibility a premium of \$0.60 per hour, in addition to his or her regular salary and applicable premium allowance.

ARTICLE 29 – PROFESSIONAL RESPONSIBILITY

Full-Time and Part-Time

29.01 The Parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-loads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the labour Management Committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

29.02 RPN Certification

(The following Article is applicable to RPNs only)

A nurse is required to present to the Chief Nursing Officer or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the Nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Where the Hospital uses the College of Nurses of Ontario automated registration process, it is understood that such date may be later than the usual registration date.

ARTICLE 30 – DURATION

30.01 Renewal

Full-Time and Part-Time

- (a) This agreement shall continue in effect until **December 31, 2021** and shall remain in effect year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- (b) In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin fifteen (15) days following such notification.
- (c) If, pursuant to such negotiations, an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation or arbitration procedures as prescribed under the Ontario Labour Relations Act and/or the Ontario Hospital Labour Disputes Arbitration Act.
- (d) i) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its

desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one (1) party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

- ii) In the event that parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one (1) representative from the bargaining unit shall be entitled to a leave of absence to attend either the central negotiations (including caucuses) or only the central union caucuses (including reasonable travelling time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committee.

Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

30.02 Retroactivity

Retroactivity, if any, will be paid within four full pay periods of the date of ratification or award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay.

The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the date of ratification or award to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of notice to claim such retroactivity and, if they fail to make a claim within the 60-day period, their claim will be deemed to be abandoned.

ARTICLE 31 – MISCELLANEOUS ITEMS

See Local Provisions Appendix L30

ARTICLE 32 – SUPERIOR CONDITIONS

The Parties agree that current Superior Conditions shall be maintained.

IN WITNESS WHEREOF, the Hospital and the Union have caused their presents to be executed by their duly authorized representatives at St. Catharines, Ontario on the _____ day of _____ 20_____.

The Hotel Dieu Shaver Health and
Rehabilitation Centre

Service Employees International Union
Local 1 Canada

WORKLOAD REVIEW FORM

ID#: _____ (a)
(for internal use only)



RPN WORKLOAD REVIEW FORM

RPNs are responsible and required to complete Section 1-4 of this form prior to submitting it to the Manager (or designate)

The parties agree that patient care is enhanced if concerns relating to workloads arising from patient acuity and volumes are resolved in a timely manner using a problem solving approach.

SECTION 1: Initial Attempt at Resolution

At the time the workload issue occurred, I/we discussed the issue within unit/program to resolve the concern using current resources.

Name of person spoken to: _____

Date: _____ Time: _____

Failing resolution at the time of occurrence, using established lines of communication, I/we sought immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.

Name of person spoken to: _____

Date: _____ Time: _____

I/ We do not agree with the resolution of my/our concern.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Failing resolution of the workload issue at the time of occurrence, the nurse(s) will complete a workload review form and discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. The manager will provide a written response to the complainant(s), with a copy to the RPN Steward and Union Representative.

SECTION 2: General Information

Date of Occurrence:

Time of Occurrence:

Length of Shift:

Date Form Submitted to Employer:

Department/ Unit:

Site/ Location:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA

P 905-695-1767 TF 1-800-267-SEIU F 905-695-1768
125 Mural Street, Richmond Hill, Ontario L4B 1M4

SEIUHEALTHCARE.CA



If there was a shortage of staff at the time of the occurrence please check one or all of the following that apply:

- Absence:
- Sick Calls:
- Vacancies:
- Off Unit:

Which classifications are vacant and/or absent:|

SECTION 3: Factors/ Details of Occurrence

I/ We the undersigned RPNs, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Please check factors, and provide detail below):

Please select the factors and provide details below

- Staffing Shortages (see section 2)
- Patient/ Work Preparation Concerns
- Patient/ Work Volume

Details of occurrence. RPNs must provide written details of the occurrence with specifics for each checkbox identified as a factor:

- # of Admissions: _____ # of Discharges: _____ # of Transfers: _____
- Number of patients in isolation: _____
- Resources/Supplies: _____
- Interdepartmental Challenges: _____
- Exceptional Patient Factors (i.e. significant time and attention required to meet patient needs/ expectations): _____
- Other

Please Specify:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA

P 905-695-1767 T 1-800-267-SEIU F 905-695-1768
125 Mural Street, Richmond Hill, Ontario L4B 1M4

SEIUHEALTHCARE.CA

SECTION 4: RPN Recommended Solution

RPNs must provide written details of the solution with specifics for each check box identified:

- Review Staff/ Patient Ratio
- In Service
- Change Unit lay-out
- Change Start/ Stop times of shift(s)
- Replace sick calls, vacation, paid holidays, other absences
- Orientation
- Review policies and procedures
- Other solutions: _____

Provide details of the identified checkbox(es)

Signature of Employees & Printed Names:

Name: _____	Signature: _____
Name: _____	Signature: _____
Name: _____	Signature: _____

SECTION 5: Manager or Designates Response

CENTRAL LOU'S

1. MODEL AGREEMENT EXTENDED SHIFT ARRANGEMENTS

BETWEEN

"THE HOSPITAL"

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

The local parties hereby agree, subject to the approval of the Ministry of Labor, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible **scheduled** full-time and regular part-time staff **working in the affected** unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. **The parties may use the following to promote voter turnout:**

- **Electronic voting;**
- **Voting by proxy;**
- **Length of the voting period; or**
- **Such other methods as the parties agree to.**

The parties will jointly supervise such vote, which shall be held by secret ballot.

Where seventy-five percent (75%) of those employees **who participated in the** vote have voted in favour of extended shifts, the new schedule will be implemented on a six (6) month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

- 2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed four hundred and fifty (450) hours of work (60 x 7.5 hours = 450)

In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 – Hours of Work

- 3.1 The normal or standard extended workday shall be _____ hours per day.
- 3.2 (Detailed description with an attached schedule where appropriate.)
- 3.3 (Where applicable)

Failure to provide _____ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the _____ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 – Scheduling

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 – Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each three and three quarter (3.75) hours worked.
- 6.2 (The length of the meal period to be determined locally).

Article 7 – Sick Leave and Long-Term Disability

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of five hundred sixty-two and one-half (562½) hours. All other provisions of the existing plan shall be maintained.

Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).
- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

9.1 (Applicable to Full-time only)

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

- 10.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half (1/2) a shift" with "in excess of three and three quarters (3.75) hours" for extended tours.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

In Article 17.07 of the collective agreement replace "in excess of one-half (1/2) of a shift" with "after three and three quarters (3.75) hours" for extended hours.

Article 12 – Termination

- 12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

Blanks sections in 3.1, 3.2, 3.3, 5.2 and 12.1 to be filled in by the Union and Hospital during implementation of the collective agreement at the local level. Any Hospital

which currently has an extended shift arrangement will complete the form above during implementation at the local level and attach to the collective agreement.

2. Letter of Intent: Full-Time and Part-Time

RE: Liability Insurance

Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

3. Re: Joint Benefits Review Committee

Whereas the current collective agreement makes reference to the Blue Cross Plans and Whereas the semi-private, extended health care and dental benefits are now being provided by various carriers at the different hospitals;

And Whereas the Participating Hospitals ("the Hospitals") and the Service Employees International Union, Local 1 Canada ("the Union") wish to ensure that the collective agreement entitlements to semi-private, extended health care and dental benefits are comparable;

And Whereas the Hospitals and the Union are desirous of considering whether, without reducing the level of benefits provided at each individual participating hospital, savings can be achieved in the provision of semi-private, extended health care and dental benefits;

And Whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

And Whereas the Hospitals and the Union recognize the importance of working collaboratively to achieve the objectives outlined above, it is agreed as follows:

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.

4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to SEIU Local 1 Canada and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.
7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

4. RE: Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within ninety (90) days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

5. Re: Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or the Hospital's rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return on Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original Hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating hospital for that 24-month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued, and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

6. Re: Staff Planning Committee and Charney Board

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, G. Charney S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within ninety (90) days of ratification to commence discussions and it is understood that the work of the Committee will be completed within one hundred and twenty (120) days of the ratification date.

7. Re: Local Health Integration Networks

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning Committee, in accordance with Article 10.

8. Re: Voluntary Part-time Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set

out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

9. Re: Joint Nursing Initiatives Council

The parties agree to participate in a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1 Canada and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

The Committee will consist of three members from each party (not including staff members). The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the nursing initiatives council will be:

- Provide a forum to identify and share areas of Best Practice in enhanced RPN scope of practice and increased utilization;
- To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix and interprofessional practice in the best interest of patient care;
- To recognize, acknowledge and support RPNs as their profession evolves;
- To promote and expand nursing education and life long learning as it relates to the College of Nurses of Ontario professional standards;
- To provide information and support of RPN's through open communication.

The nursing initiatives council will:

- Meet within 60 days following ratification of the Memorandum of Settlement.
- Seek advise and participation from such professional practice researchers and others (e.g. College of Nurses) as the nursing council deems appropriate.
- Work collaboratively on the issues with key stakeholders such as RPNAO, CNO, MOHLTC, Nursing Secretariat, and others as the Nursing Council deems appropriate;
- Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
- Make recommendations on enhancing the RPN specific articles in the Collective Agreement for future rounds of bargaining;
- The nursing council will be co-chaired by a hospital representative and a representative from SEIU.
- The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1 Canada RPN division.
- The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

10. Re: Part-time Call-in

Where the parties agree at the local level, part-time call-in for non-scheduled , non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

11. Re: Joint Health and Safety Initiatives Council

In recognition of the shared interest by Hospitals and SEIU in employee health, safety and wellness, the parties will establish a Joint Council to gather information, discuss and make recommendations on the health, safety and wellness of SEIU represented employees in the workplace. The Council will be comprised of equal representation from the OHA and SEIU.

The parties will invest in this Council the authority and, on a cost shared basis, the funds it needs to fulfill its mandate. Specifically, the mandate of the Council may include, but is not limited to the following:

- The Council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study;
- The use of experts in employee health, safety and wellness, if required;
- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc...);
- For the purposes of this Council, items may include, but are not limited to, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.
- The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.
- The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.

The parties will meet within 90 days of the ratification of the Memorandum of Settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

12. Re: Innovative/Flexible Scheduling

Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

Such innovative schedules may be subject to the following principles:

- (a) These schedules may pertain to full-time or part-time employees;
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

13. Letter of Understanding: Regional Staff Planning Committee

The central parties will meet during the term of the collective agreement to discuss changes to the Regional Staff Planning Committee language.

The changes to be discussed include:

- Process for applying to jobs at other Participating Hospitals
- Transfer of seniority and service
- Dispute resolution process

For the Hospital:

For the Union:

LOCAL SEIU SERVICE COLLECTIVE AGREEMENT

Article L-1 Statement of Religious Purpose

Article L-2 Scope and Recognition

Full-time and Part-time

The Employer recognizes the Union as the sole bargaining agent for all Service employees employed by the Hotel Dieu Shaver Health and Rehabilitation Centre covered under this Agreement, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered and non-registered/graduate nurses, paramedical employees, office and clerical employees, interns, and students on co-op work terms.

For purposes of clarity, it is agreed and understood that the following classifications are excluded from the bargaining union:

Accountant, Accounting Analyst, Educator, Health Records Analyst, Web Site Administrator, Translator, Buyer, Health Records Administrator, Disability Management, Consultant, all employees in Information Systems, all employees in Human Resources, all employees in Payroll and all persons covered by subsisting collective agreements.

Article L-3 Management Rights

Full-time and Part-time

The Union recognizes that the management of the Hospital and the direction of working forces are fixed and exclusively in the Hospital and shall remain solely with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures;
- (iii) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees;
- (iv) Determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, combined or splitting up of departments, the standards of performance of all employees, work assignments, the hours of work,

scheduling, safeguard the health and interests of the patients in the Hospital, establishment of standards of care and quality, the nature and scope of services which the Hospital will provide, the increases and decreases in employment, and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Article L-4 Definitions

(a) Master Schedule

The master schedule shall outline the baseline staffing hours within each department.

(b) Posted Schedule

The posted schedule shall include all changes to the master schedule including vacation, sick time, statutory holidays, leaves of absence and any other approved changes.

Article L-7 Union Representation and Committees

Full-time and Part-time

(a) Grievance Committee

In reference to Article 7.01, a maximum of one (1) steward per department will be on the Grievance Committee.

(b) Staff Planning Committee

In reference to Article 10.01, the Staff Planning Committee will be comprised of five (5) members for the service bargaining unit.

(c) Stewards and Areas

The Hospital agrees that the Union may elect (or appoint as necessary) eight (8) Stewards from the service unit.

(d) Union Business

The Hospital will pay a chief steward or delegate his/her regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled working hours if such individual(s) attend such meetings at the request of the employer.

Article L-8 Re: Policy Changes

Whenever possible, the Hospital agrees to notify the Union in advance of Policy changes.

Article L-9 Seniority

Full-time and Part-time

Seniority Lists – Full-Time and Part-Time

The Employer shall provide accurate copies of both the full-time and part-time bargaining unit-wide Seniority Lists to the Chief Stewards and the Union within thirty (30) days of the implementation of this agreement. Copies to the Union shall be in a mutually agreeable electronic format. Thereafter Seniority Lists will be provided to the Chief Stewards and the Union twice yearly March 1st and September 1st and posted by the Employer. The list shall be in descending order of seniority including:

- Name
- Date of Employment (FT)
- Hours Worked (PT)
- Status
- Service (or adjusted hire date)
- Department
- Job Classification

Article L-15 - Union Leave

Full-time and Part-time

In reference to Article 15.07;

- (a) The request will not involve more than nine (9) employees at any one (1) time and not more than one (1) employee from any one (1) department at each site, nor more than four (4) employees per site.
- (b) The total of this leave shall not exceed more than ninety (90) days per calendar year.

Article L- 16 Hours of Work

- a) Lunch Period
Full-time and Part-time

A minimum of one-half (1/2) hour, unpaid lunch period, shall be scheduled by the Hospital for each employee at approximately the middle of his shift. If an employee is assigned work during his lunch period, the Hospital will make good any loss he suffers with regard to his time and his meal.

b) Hours of Work and Premium Payment

Full-time and Part-time

Notwithstanding Article 16 – Hours of Work and Article 17 – Premium Payment, the parties agree that overtime will be paid for working in excess of normal scheduled shifts of 7 (seven) hours and 8 (eight) hours.

c) The Employer will provide the Union Representative or steward with copies of all posted schedules (and/or the Master Schedules) upon request.

(d) Christmas Scheduling – Service and Clerical

Employees will be granted three (3) days off at Christmas or New Year's. Time off at Christmas shall include December 24, 25 and 26 and time off at New Year's will include December 31 and January 1. Time off at Christmas or New Year's will alternate from year to year.

For the Hospital to grant time off for full-time employees, part-time employees must be available to work December 24, 25 and 26 or December 30, 31 and January 1. This shall alternate from year to year.

These provisions do not apply to employees who are working Monday to Friday. It is agreed the normal premium scheduling regulations will be waived in order to enable the Hospital to comply with scheduling such requests for time off at either Christmas or New Year's.

Christmas Shutdown Schedule

The Hospital shall post the dates for the Christmas shutdown where applicable no later than September 1. Employees shall submit their preference for vacation time, leave of absence or reassignment no later than September 15. The Hospital shall post the Christmas shutdown plan for vacation time, leaves of absences, reassignments and work schedules no later than October 31.

(e) Overtime

Subject to exigent circumstances, opportunities for overtime and/or callback will be offered on a rotational, seniority basis; full-time employees first and then part-time employees.

(f) **Job Sharing**

This Letter sets out the understanding of the parties concerning Job Sharing arrangements.

The employees involved in job-sharing will be characterized as regular part-time and will be entitled to all terms of the collective agreement as applicable to regular part-time employees for the period of the job sharing arrangement except those which are modified as follows:

1. Job sharing requests will be confined to full-time positions only and shall be considered on an individual basis. Agreement to a job-sharing arrangement shall not be unreasonably withheld. On initiation of a job sharing arrangement, one partner must have full-time status and one partner must have part-time or casual status.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between two (2) employees and the Manager of the department and all scheduled shifts must be covered.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement. Job sharers are scheduled as one (1) full –time position and will occupy one (1) full-time line on the master schedule.
4. Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement. A job sharer may exchange with employees other than her or his partner only on scheduled shifts off for the full-time line.

For greater clarity, the job sharing partners' primary commitment is to their full-time line and regardless of shift exchange arrangements (as facilitated in accordance with the above) job sharers will shadow their full-time line.

5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays, and job sharers shall not be required to work, in total, more paid holidays that would one (1) full-time employee, unless mutually agreed otherwise. In an agreement cannot be reached, the division of paid holidays shall be equalized by the employer.

Coverage

- (i) It is expected that both the job sharers will cover each other's incidental illnesses and vacation. In cases of absences exceeding 6 weeks, the provisions of (ii) below will apply.
- (ii) Pregnancy and parental leave and other long term Leaves pursuant to the Collective Agreement:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence exceeding 6 weeks, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the leave of absence she or he must inform the manager of her or his intentions at least two (2) weeks prior to the absence and such replacement will be made subject to Article 11 of the Collective Agreement and the scheduling Letter of Understanding.

- (iii) Job sharers shall be offered additional shifts only if they have made their availability known. It is understood that they may only make themselves available on shifts when neither job-share partner is scheduled and where such would not result in premium payment.

Implementation of Approved Job Sharing Arrangements:

- (i) Any incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection made from the regular part-time or casual staff on the criteria set out in the Collective Agreement.
- (ii) If a full-time employee applies and would be the successful candidate for the other half of the job sharing position, he/she must formally convert to casual status in order to be awarded the position.

Discontinuation of the Job-Share Arrangement

- (i) In the event the former full-time employee leaves the partnership, the position shall be posted as a full-time position and the part-time employee will revert to an RPT position in the department.
- (ii) In the event the part-time employee leaves the partnership, the former full-time partner has the option of reverting to full-time or remaining as a Job Sharer. If he/she chooses the job sharing, the part-time component of the job share position shall be posted for application from part-time employees. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or converting to casual status.

- (iii) It is understood and agreed that a full-time employee who enters into a job sharing arrangement may opt out of such arrangement and revert to her/his full-time position with eight (8) weeks written notice. Such Job Sharer's partner shall, consequently, revert to a part-time position in that department.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

If the job-sharing arrangement is discontinued, due to a lay-off the employees shall revert to their original position/status before the layoff occurs.

(h) Assignment of Extra Shifts and Short Term and Long Term Absences

The parties have agreed to the following with respect to the assignment of extra shifts and temporary vacancies for both Service and Clerical Bargaining Units:

DEFINITIONS

- A) Extra Shift
An extra shift shall mean a shift resulting from an incumbent being absent from his/her scheduled shift.
- B) Short-term Absences
Absences of 1-27 days
- C) Longer Term Absences
Absences in excess of 27 days but less than six (6) months

A) Extra Shifts, Principles

- 2. It is understood that if the assignment of an additional shift would result in premium payment to an employee under any article of the collective agreement then such assignment will be not made unless approved by the Hospital and no other options have been identified.
- 3. A regular part-time employee who refuses a vacancy will not be eligible for another until all other eligible regular part-time employees (as set out in the process below) have been given an opportunity to work a vacancy in accordance with this Letter of Understanding.
- 4. The Manager may add or split available shifts to create full shifts (8's) after the call-in procedure has been exhausted.

5. Acceptance of a temporary long term absence must be communicated in writing to the Manager or delegate of the department within forty-eight (48) hours of an offer. Failure to respond within forty-eight (48) hours will be deemed a refusal.
6. Any regular part-time employee who chooses not to be a part of this Letter of Understanding shall indicate so in writing to the Manager of the Department. Request for re-instatement must be submitted in writing. Such employee will be placed last on the list, above the employee who last accepted a long term absence.
7. The offer of hours in accordance with the process set out below will be on the basis of seniority on a rotational basis, to the extent feasible.
8. It is understood that refusal to accept a short or long term absence as presented represents a declined opportunity and the Hospital will then continue to work through the rotational list for this and future opportunities.
9. Casual employees will indicate their availability four (4) weeks in advance of the posted schedule and shifts will be offered based on that availability.
10. For the purposes of short-term absences, it is understood that a call made constitutes an offer.

B) Short Term Absences

- 1 (a) For prescheduled short term absences of 1-27 days, the vacant shifts will be divided up and offered to RPT employees in the classification within the department to a maximum of 48 hours per pay period (subject to availability within their existing RPT shift schedule). Any excess hours will be offered to qualified casual staff up to 48 hours per pay. In the event that casual staff does not accept those available excess hours, or if available excess hours would bring the casual staff beyond 48 hours in a pay period, the remaining hours will then be offered to qualified RPT staff within the classification within the department (up to 75 hours per pay), and if still unsuccessful, then to qualified casual within the classification within the department up to 75 hours per pay.

(b) If there are still excess hours remaining, the Manager may offer available hours up to 75 hours in a pay period in the following order:
 - (i) to other qualified RPT staff in the department; and then
 - (ii) to other qualified casual staff within the department; and then
 - (iii) to other qualified RPT staff outside of the department; and finally
 - (iv) to other qualified casual staff outside of the department.

C) Longer Term Absences

1. (a) For pre-scheduled absences in excess of 27 days, available hours will be offered to Regular Part Time employees within the same classification within the department for up to three (3) month blocks. The RPT must accept all of the shifts of the full-time employee they are replacing (subject to approved vacation within that period). Leave assignments may be extended, by the manager in consultation with the Union, or offered to the next available qualified RPT.

(b) In the event that no qualified RPT per (a) above accept the assignment, the assignment will then be offered to a casual staff within the classification within the department. The casual must accept all of the shifts of the full-time employee they are replacing.

(c) Once a full-time temporary assignment is accepted by an RPT per 1(a) above, that Regular Part Time's vacated hours will be offered to casual employees within the same classification within the department. The casual employee must accept all of the shifts of the RPT employee they are replacing. For the period a casual employee is filling the regular part-time line, he/she will be placed on the RPT rotational list for the purpose of additional shifts during that period.

(d) If no casual employee is able to fill the whole RPT line, then the procedures as set out in 1(b) (under short term absences) will be followed.

All of the above is subject to efficient operation and staffing emergencies of the department.

Note: The classification of Porter and Aide in Housekeeping will be on the same call in list as per past practice.

Article L-17 Shift Cancellation Full-time and Part-time

The Hospital shall pay an employee wages equal to the employee's regular rate of pay for three (3) hours of work if the Hospital cancels the employee's entire scheduled day of work or entire scheduled on-call period within forty-eight (48) hours before the time the employee was to commence work or commence being on-call, as applicable. For the purposes of this article, a scheduled day of work or scheduled on-call period is cancelled if the entire day of work or on-call period is cancelled but not if the day of work or on-call period is shortened or extended.

Article L-18 - Allowances

(a) Uniform Allowance

Full-time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **one-hundred and fifty dollars (\$150.00)** per year in a lump sum payment in the first pay period of November of each year.

Part-time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **one-hundred dollars (\$100.00)** per year in a lump sum payment in the first pay period of November each year.

(b) Bathing Suit Allowance

The Hotel Dieu Shaver Health and Rehabilitation Centre agrees to pay the Rehabilitation Assistants who are required to work in the swimming pool fifty dollars (\$50) on an as needed basis with a cap of one hundred dollars (\$100) per contract year for part-time staff, and a cap of one hundred and fifty dollars (\$150) per contract year for full-time staff to cover the cost of bathing suits. Pool shoes will be supplied on an as needed basis.

(c) Replacement Tools

Following an opening inventory for staff new to the Maintenance Department, the Hospital will continue to replace toolbox tools used by such employees which can be shown to have been stolen or irreparably damaged during the course of hospital work. Such tools will be replaced at the discretion of the Hospital by tools of reputable quality.

(d) Parking

It is not the present intention of the Hotel Dieu Shaver Health and rehabilitation Centre to increase paid parking rates for SEIU regular full-time, regular part-time or casual part-time staff.

If the Hospital's intention changes, the Hospital will meet with the Union in advance to discuss. Advance notice will be deemed to be two (2) months.

The hospital will provide parking to the assigned SEIU staff representative in a location mutually agreed between the Union and the Hospital.

(e) Parking Tags

Once every three (3) continuous year period, the Hospital will replace an employee's broken parking tag without replacement charge as long as the broken tag is returned to the Hospital.

Article L-19 - Health and Safety

Full-time and Part-time

a) Standards

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety throughout the organization.

b) Membership

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention – Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

c) Committee Mandate

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

d) Information

The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

All hospital employees have the right to know the nature of any workplace hazard, condition, disease, or chemical substance that may harm their health or safety. Health and Safety training will include a separate Workplace Hazardous Materials Information System course on an annual basis. Before any employee may be assigned to an isolation unit, he or she will be given training and education on infection control measures relevant to the particular isolation disease the employee may come in contact with.

e) Meetings

Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

f) Term/Time Off/Payment

Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for

further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention – Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

g) Union Membership Co-operation

The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

h) Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible; the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

i) Hepatitis B

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

j) Needlesticks and Sharps

- The Hospital will maintain a policy on Needlestick/Mucosal Exposure which shall include a process for post exposure surveillance.
- The Hospital will maintain a sharps injury log that contains detailed information including the type of device involved, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- The policy shall be reviewed by the Joint Occupational Health and Safety Committee at least annually and revised in the light of current knowledge and practice regarding exposure to blood borne pathogens.
- The policy shall include measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital shall ensure that the post-exposure protocol is accessible and is communicated to all employees.

k) Workers Safety Insurance Board

The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work-related injury. The Hospital agrees to provide the employee with a copy of the Workers Safety Insurance Board Form 7 at the same time it is sent to the WSIB.

I) WSIB Dispute

When the Hospital disputes a WSIB claim, the worker and the Union so affected will be promptly advised.

Article L-21 - Vacations

Full-time

(a) Preference Lists

(i) Preference Lists for Service Employees other than Registered Practical Nurses and Health Care Aides

Vacation preference lists shall be posted not later than **December 1** each year, and shall remain posted until **January 31** in order to give employees an opportunity to record their vacation period preferences. Following review and approval by Department Heads, final vacation lists shall be posted in all Departments by **February 28** of each year, and will not be changed unless by mutual agreement.

(ii) Preference Lists for Registered Practical Nurses and Health Care Aides

Vacation preference lists shall be posted in two (2) vacation periods: Summer and Winter.

Summer Period – for the vacation period June 1 to December 31 of each year, the manager will post a vacation request sheet no later than December 31st of the previous year. This request sheet will remain posted until February 1st. The senior half of the staff in each unit or area must submit their request for vacation no later than January 21st. The junior half of the staff in each unit or area must submit their request for vacation no later than February 1st. The manager will post the approved vacation list by March 1st.

Winter Period – for the vacation period January 1 to May 31 of each year, the manager will post a vacation request sheet no later than September 1st of the previous year. This request sheet will remain posted until October 1st. The senior half of the staff in each unit or area must submit their request for vacation no later than September 21st. The junior half of the staff in each unit or area must submit their request for vacation no later than October 1st. The manager will post the approved vacation list by November 1st.

Requests for vacation outside of the above noted time periods must be submitted by the employee, in writing, to their manager. The manager will respond in writing to the request. These requests will be considered on a “first come, first served” basis. Approved vacation will not be changed unless by mutual agreement.

(b) Scheduling

The Hospital will consider the wishes of employees in order of seniority. The final right to determine vacation time is vested in the Hospital to ensure efficient operation of the Hospital, and where the skills of two (2) employees meet the requirements of the Hospital, seniority shall govern.

(c) Taken By

All vacation earned by June 30th of the current year, must be taken by June 30th of the following year.

(d) Job Posting

An employee who has successfully bid for a job posting under the job posting procedure who transfers from one (1) department to another and where vacation schedules have been completed for that year, may not exercise his seniority rights for vacation purposes for that year.

(e) Reasonable Response Time on Vacation Requests

The Hospital agrees to provide a response to vacation requests submitted outside of the process listed in (a) above within a reasonable period of time, not to exceed two (2) weeks.

(f) Subject to an employee's vacation accrual entitlement, and the Hospital's vested final right to determine vacation time, an employee may be permitted three (3) weeks vacation, **full or partial**, during the summer period (June 15 through September 7), at least two (2) weeks of which may be consecutive. **For the purposes of this article and the preference lists, requests for partial weeks or single days of vacation within a full calendar week of seven (7) days inclusive from Sunday to Saturday shall be considered a week.**

If, after such process, there is additional vacation time available during this summer period, approval will be based on seniority.

Article L-30 - Miscellaneous

(a) Payroll
Full-time and Part-time

Any earnings omitted on a pay of four (4) hours pay or greater which is not caused by an employee shall be paid to the employee, if requested, by manual cheque the Friday of

the pay week so long as it is brought to the attention of the Finance Department by the employee no later than 12 noon of that Friday. If the noon deadline is missed, the omitted earnings will be included in the next regular pay deposit. Exceptions may be considered on a case by case basis.

(b) Employee Overpayment

An employee who receives an overpayment(s) of compensation from the Hospital shall repay to the Hospital the overpayment amount(s) pursuant to a mutually agreeable repayment schedule as between the employee and the Hospital. In the event that a repayment schedule is not agreed upon, the Hospital is authorized to deduct up to 15% of the amount owing from each subsequent pay cheque, until the overpayment is fully repaid. At the request of the employee, the employer agrees to provide written verification of the overpayment.

(c) Bulletin Boards
Full-time and Part-time

The Hospital shall provide a locked bulletin board at each site in a centrally visible place mutually determined by the Union and the Hospital for the posting of Union business. The union will endeavor to have all such notices signed by the site administrator or designate prior to posting.

(d) Printing Collective Agreement
Full-time and Part-time

The Hospital and the Union will share the cost of printing the contract on an equal basis.

(e) R.P.N. Certificate
Full-time and Part-time

A Registered Practical Nurse is required to present to the Nurse Manager her current Certificate of competence by February 15th of each year. Should the certificate not have been produced by February 15th, that employee will be paid the maximum of the Health Care Aide rate until such time as she produces her Certificate of Competence.

The Hospital supports utilizing RPN's for the skills which the Hospital requires them to perform in the area involved.

The Hospital agrees to provide education for current RPN's for the additional skills which the Hospital requires them, within a specific deadline, to perform.

(f) Sick Leave
Full-time

An employee who is absent from work for whatever reason and whose date of return to work is not established, shall give his/her supervisor or alternate notice of their intention to return to work on the following basis:

for an employee working in a department that operates only Monday to Friday on day shifts, the employee will notify their supervisor at least one (1) hour prior to the scheduled end of the day shift the day before the day on which the employee is planning on returning; or for an employee working in a department operating twenty-four (24) hours a day the employee will notify the manager or alternate at least six (6) hours in advance of the shift on which the employee is planning on returning.

Failure to notify their manager or alternate in accordance with the above will result in the employee being sent home without pay.

(g) Clearing of File

Any letter of reprimand, suspension or other discipline will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter, suspension or other discipline provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absences in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.

(h) Access to Employee Files

Each employee shall have access to their personnel file for the purpose of reviewing evaluations, discipline and counselling letters. Such request shall be made to the Human Resources Department with a minimum of one (1) day notice. Such review shall take place in the presence of a human resources representative. The employee will be provided with a copy of any documentation within the personnel file upon request.

The employee may, upon request, have the assistance of a Union Steward when reviewing the file.

(i) Day of Mourning

The Hospital will recognize April 28 as the annual day of remembering for workers killed, injured or have contracted a work related disease on the job. To the extent reasonably and safely possible, the Hospital agrees to stop work and provide a minute of silence for all employees at 11:00 a.m. April 28, in memory of workers killed or injured on the job.

The Hospital will announce on its public address system at 11:00 a.m., April 28 that all employees will be observing a minute of silence in memory of workers killed or injured on the job.

LOCAL Letters of Understanding

between

Hotel Dieu Shaver Health and Rehabilitation Centre (the “Hospital”)

and

Service Employees International Union, Local 1 Canada (the “Union”)

1. Re: Deluxe Travel Insurance

The Hospital will arrange for active full-time employees in the bargaining unit to have the option of participating in a deluxe travel benefit plan. The employees will be responsible for one hundred percent (100%) of the cost of the premiums. The Hospital will deduct from participating employees' pay the cost of the premiums and remit to the insurer.

It is understood and agreed that this benefit is not part of the Hospital's health and welfare benefit plans for any reason under the collective agreement.

2. Re: Mileage – Service Bargaining Unit

After commencing his shift and where the employee is required by the Hospital to go to another location to perform the duties of his classification, the employee will receive mileage between the location and the Hospital at a rate established by the Hospital policy or thirty cents (\$0.30) per kilometer, whichever is greater.

3. Re: Part Time Scheduling Issues – Service Bargaining Unit

A sub-committee for the service bargaining unit will be formed to review scheduling issues related to regular part-time and casual part-time employees. Any recommendations from this Committee will be subject to the approval of the parties respective principals. The Union can have three (3) members on this committee.

4. Re: Safety Engineered Needles

The Hospital is committed to converting to using only safety Engineered needles and other medical sharps devices in order to minimize real or potential exposure to blood borne pathogens. The Hospital will work towards such conversion in a timely manner.

5. Re: Benefits for Part-time Staff

As a courtesy gesture, the Hospital agrees to provide information, as provided by the Union and agreed to by the parties, to part-time employees regarding potential individual

access to an external benefit plan. It is understood that such arrangement is entirely independent of both the hospital and the union, is strictly without prejudice to both parties and cannot form the basis of a grievance.

6. “Float Out” Procedure

During a shift, when a decision is made to “float out” a Registered Practical Nurse (RPN) or a Health Care Aide (HCA) from her or his assigned unit, the employee selected to be reassigned to a different unit will be in accordance with the following steps:

- 1. the most senior full-time or part-time volunteer, or, if there no volunteers,**
- 2. the least senior casual employee, or, if there is not a casual employee**
- 3. the least senior regular part-time employee, or, if there is not a part-time employee**
- 4. the least senior full-time employee.**

The Hospital may skip a step if the Hospital has determined that the employee to be re-assigned is not safe or able to complete the reassigned job.

7. Assignment of Extra Shifts Specifically for Rehabilitation (Rehab) Assistants

Definitions

- Extra shift – a shift resulting from an incumbent being absent from his/her scheduled shift.**
- Continuity of patient care – one, or the fewest possible, Rehab Assistant(s) providing care to a patient.**
- Offer to work – a call or email to an employee to work an extra shift.**
- Short-term absence – an absence of 1 to 27 days**
- Long-term absence – a pre-scheduled absence more than 27 days but less than 6 months**

Procedure – Short-Term Absence

- 1. A regular part-time employee who chooses not to be a part of this Letter of Understanding shall indicate so in writing to the Manager of the Department. Request for re-instatement must be submitted in writing.**
- 2. Extra shifts for short-term absences will first be offered to available regular part-time employees as equally as possible and with due consideration given to continuity of patient care. Base hours that make up a regular rotation shall not be included for the purposes of determining equality for the offer of additional shifts subject to a maximum of seventy- five (75) hours per pay.**

Seniority and rotation will not determine the offering of extra shifts for short-term absences to regular part-time Rehab Assistants.

- 3. Remaining extra shifts for short-term absences will be offered to casual part-time employees as equally as possible and with due consideration given to continuity of patient care. Seniority and rotation will not determine the offering of extra shifts for short-term absences to casual part-time Rehab Assistants.**
- 4. A regular or casual part-time employee may decline an offer of extra shift(s). It is understood that a call made constitutes an offer and a non-response or declared unavailability constitutes declining the offer.**
- 5. If the assignment of the extra shift will result in premium payment to an employee under any article of the collective agreement, then such assignment shall not be made unless approved by the Hospital.**
- 6. At least once every three months, the hours offered and hours worked will be posted for regular and casual part time employees to review. This information shall be made available no later than Feb 28th, 2018. Note that should there be a discrepancy between this list and the seniority lists, the seniority list shall govern.**

Procedure – Long-term Absence

Extra shifts for long-term absences will be offered in accordance with Local Letter of Understanding L-16 (h) Assignment of Extra Shifts and Short Term and Long Term Absences, sections A) Extra Shifts, Principles and C) Longer Term Absences.

Dated this _____ day of _____, 20____.

For the Union

For the Hospital

SEIU SERVICE SALARY GRID

	SEIU SERVICE	EFFECTIVE January 1, 2018		
Salary Scale 10 Grade:	Job Title	Step 1	Step 2	Step 3
H10-105	Communications Disorders Assistant	26.0868	26.7735	27.4598
H10-120	Detail Cook	22.3697	22.9584	23.5470
H10-110	Diet Assistant			
H10-020	Dietary Helper	21.1876	21.7454	22.3029
H10-220	General Trades Maintenance	25.8193	26.4990	27.1784
H10-280	Electrician	27.8532	28.5861	29.3189
H10-070	Health Care Aide/UCP	21.9341	22.5109	23.0883
H10-050	Hospitality Services Aide	21.7079	22.2791	22.8503
H10-260	Maintenance Engineer - 3rd Class	27.7450	28.4750	29.2050
H10-260	Refrigeration Mechanic - New 2013	27.7450	28.4750	29.2050
H10-230	Pharmacy Technician** effective Oct. 28, 2015, same as NHS	27.1418	28.1006	28.3620
H10-030	Porter/Dishwasher & Retail Aide	21.4337	21.9978	22.5618
H10-060	Project Porter	21.8484	22.4234	22.9983
H10-215	Recreation Therapy Assistant	25.4531	26.1228	26.7928
H10-060	Rehab Aide	21.8483	22.4232	22.9981
H10-220	Rehab Assistant	25.8194	26.4990	27.1784
H10-270	Registered Practical Nurse (RPN)	28.2804	29.0247	29.7688

SEIU SERVICE SALARY GRID

	SEIU SERVICE	EFFECTIVE January 1, 2019		
Salary Scale 10 Grade:	Job Title	Step 1	Step 2	Step 3
H10-105	Communications Disorders Assistant	26.4520	27.1483	27.8442
H10-120	Detail Cook	22.6828	23.2798	23.8767
H10-110	Diet Assistant			
H10-020	Dietary Helper	21.4843	22.0498	22.6151
H10-220	General Trades Maintenance	26.1808	26.8699	27.5589
H10-280	Electrician	28.2431	28.9863	29.7294
H10-070	Health Care Aide/UCP	22.2412	22.8260	23.4115
H10-050	Hospitality Services Aide	22.0118	22.5910	23.1702
H10-260	Maintenance Engineer - 3rd Class	28.1334	28.8737	29.6139
H10-260	Refrigeration Mechanic - New 2013	28.1334	28.8737	29.6139
H10-230	Pharmacy Technician** effective Oct. 28, 2015, same as NHS	27.5218	28.4940	28.7591
H10-030	Porter/Dishwasher & Retail Aide	21.7338	22.3058	22.8777
H10-060	Project Porter	22.1543	22.7374	23.3203
H10-215	Recreation Therapy Assistant	25.8094	26.4886	27.1679
H10-060	Rehab Aide	22.1542	22.7372	23.3201
H10-220	Rehab Assistant	26.1809	26.8699	27.5589
H10-270	Registered Practical Nurse (RPN)	28.6763	29.4310	30.1856

SEIU SERVICE SALARY GRID

	SEIU SERVICE	EFFECTIVE January 1, 2020		
Salary Scale 10 Grade:	Job Title	Step 1	Step 2	Step 3
H10-105	Communications Disorders Assistant	26.8753	27.5827	28.2897
H10-120	Detail Cook	23.0458	23.6523	24.2587
H10-110	Diet Assistant			
H10-020	Dietary Helper	21.8280	22.4026	22.9770
H10-220	General Trades Maintenance	26.5997	27.2999	27.9998
H10-280	Electrician	28.6950	29.4501	30.2051
H10-070	Health Care Aide/UCP	22.5970	23.1912	23.7861
H10-050	Hospitality Services Aide	22.3640	22.9525	23.5409
H10-260	Maintenance Engineer - 3rd Class	28.5835	29.3356	30.0877
H10-260	Refrigeration Mechanic - New 2013	28.5835	29.3356	30.0877
H10-230	Pharmacy Technician** effective Oct. 28, 2015, same as NHS	27.9621	28.9499	29.2192
H10-030	Porter/Dishwasher & Retail Aide	22.0815	22.6627	23.2437
H10-060	Project Porter	22.5088	23.1012	23.6934
H10-215	Recreation Therapy Assistant	26.2224	26.9124	27.6026
H10-060	Rehab Aide	22.5087	23.1009	23.6932
H10-220	Rehab Assistant	26.5998	27.2999	27.9998
H10-270	Registered Practical Nurse (RPN)	29.1351	29.9019	30.6686

SEIU SERVICE SALARY GRID

	SEIU SERVICE	EFFECTIVE January 1, 2021		
Salary Scale 10 Grade:	Job Title	Step 1	Step 2	Step 3
H10-105	Communications Disorders Assistant	27.3187	28.0378	28.7565
H10-120	Detail Cook	23.4260	24.0426	24.6590
H10-110	Diet Assistant			
H10-020	Dietary Helper	22.1882	22.7723	23.3561
H10-220	General Trades Maintenance	27.0386	27.7503	28.4618
H10-280	Electrician	29.1685	29.9361	30.7035
H10-070	Health Care Aide/UCP	22.9699	23.5739	24.1786
H10-050	Hospitality Services Aide	22.7330	23.3312	23.9294
H10-260	Maintenance Engineer - 3rd Class	29.0551	29.8197	30.5842
H10-260	Refrigeration Mechanic - New 2013	29.0551	29.8197	30.5842
H10-230	Pharmacy Technician** effective Oct. 28, 2015, same as NHS	28.4235	29.4276	29.7013
H10-030	Porter/Dishwasher & Retail Aide	22.4459	23.0366	23.6273
H10-060	Project Porter	22.8802	23.4823	24.0844
H10-215	Recreation Therapy Assistant	26.6551	27.3564	28.0581
H10-060	Rehab Aide	22.8801	23.4821	24.0842
H10-220	Rehab Assistant	27.0387	27.7503	28.4618
H10-270	Registered Practical Nurse (RPN)	29.6159	30.3953	31.1746